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PUBLIC EMPLOYMENT
RELATIONS BOARD

**AGREEMENT
BETWEEN THE CITY OF SIOUX CITY
AND
AFFILIATED SIOUX CITY MUNICIPAL EMPLOYEE UNION
LOCAL 212, AFSCME/IOWA COUNCIL 61, AFL-CIO
FIELD SERVICES AND OPERATIONS UNIT AND
TECHNICAL AND CLERICAL UNIT**

JULY 1, 2007 – JUNE 30, 2010



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FIELD SERVICES AND OPERATIONS UNIT AND
TECHNICAL AND CLERICAL UNIT**

This agreement is entered into by the City of Sioux City, Iowa, hereinafter referred to as the "City" (Employer) and Affiliated Sioux City Municipal Employee Union, Local 212, AFSCME/Iowa Council 61, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I

RECOGNITION

- 1.01** **Union Recognized.** Pursuant to and in accordance with all applicable provisions of the "Public Employment Relations Act" and in recognition of the Public Employment Relations Board's certification of Affiliated Sioux City Municipal Employee Union, Local 212, AFSCME/Iowa Council 61, AFL-CIO, dated December 28, 1976, the City does hereby recognize the Union during the term of this Agreement as the sole and exclusive bargaining representatives for positions within the Field Services and Operations Unit and Technical and Clerical Unit listed in Appendix "A" (hereinafter collectively referred to as employee(s) excluding supervisors, confidential, temporary and all other employees).

ARTICLE II

UNION-MANAGEMENT RELATIONS

- 2.01** **Negotiations.** All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of the City.
- 2.02** **Meetings.**
- a. **Meetings upon Joint Approval.** The City and the Union agree that upon the approval of Union President and the City Human Resources Director, the parties shall meet to discuss matters involving the employee-employer relationship. Said meetings shall be scheduled at mutually convenient times.
 - b. **Employee Attendance.** Up to three (3) employees may attend as Union representatives without loss of pay.
- 2.03** **Agreements Executed.** Agreements reached as a result of such negotiations shall become effective only when signed by the authorized representatives of the parties, unless otherwise specified.
- 2.04** **Writing-Required.** This contract is subject to amendment, alteration or addition only by subsequent written agreement between and executed by the City and the Union where mutually agreeable.

2.05 **Complete Agreement.** The parties agree that the clauses and provisions set forth in this Agreement constitute the entire Agreement between the parties.

ARTICLE III

MANAGEMENT RIGHTS

3.01 **Management Rights.**

The Union recognizes that except to the extent abridged by specific provisions of this Agreement, the City reserves and retains all of its rights to manage its own affairs. The rights of Management which are not abridged by this Agreement shall include, but are not limited to, its right to determine the services and level of services to be offered by the City Council of the City of Sioux City, Iowa, to establish or continue policies, practices and procedures for the conduct of the operation of the City and from time to time to change or abolish such policies, practices or procedures, the right to determine and from time to time to re-determine the types of operations, methods and processes to be employed, to discontinue processes or operations or to discontinue their performance by employees of the City, to determine the number and types of employees required, to assign work to such employees in accordance with requirements determined by the employer, to establish and change work schedules and assignments, to schedule and assign overtime as determined necessary, to transfer, promote or demote employees, or lay off, terminate or otherwise relieve employees for lack of work or other legitimate reasons, to determine the fact of lack of work, to discipline for cause, and otherwise to take such measures as the employer may determine to be necessary for orderly and efficient operation of the public service. The management rights set forth in this Article may be exercised by either the City Manager or the Assistant City Manager.

ARTICLE IV

REPRESENTATION

4.01 **Definitions.** Categories of employment relationship covering positions represented within the bargaining unit shall be as follows:

1. **Full-time Regular Employee.** One who occupies an authorized full-time year-round position which requires a minimum of eight hours per day and forty hours per week.
2. **Part-Time Regular Employee.** One who occupies an authorized year-round position requiring eight hours or less per day and in excess of twenty hours per week but less than forty hours per week.
3. **Employee.** Except as otherwise provided hereinafter, "employee" means both full-time regular employee and part-time regular employee.
4. **Temporary/Seasonal Employee.** Is an employee hired to work for a limited period of time not to exceed one hundred eighty (180) calendar days per year. This provision does not apply to employees of the WCICC Communications Center or employees of the Auditorium and Convention Center.

4.02 **Exclusions.** Temporary/seasonal employees shall be excluded from the provisions of this Agreement.

ARTICLE V

UNION REPRESENTATION

- 5.01 Released Time.** The Union and the City agree that up to five (5) designated Union representatives shall be released with pay during regular working hours for collective bargaining negotiations with the City, except that no payment will be made for negotiation time outside of the representatives' normal workday. Release shall be subject to staffing requirements and efficient operation of the City.
- 5.02 Negotiation Sessions.** The date, time and place for negotiation sessions shall be established by mutual agreement between the parties.
- 5.03 Representatives Designated.** The Union shall advise the Human Resources Director in writing of the designated representatives and alternates prior to or at the time it serves written notice of a desire to enter into negotiations for any successor agreement.
- 5.04 Union Officials Certified.** Within fifteen (15) days following the election or appointment of any officers of the Union Local and other designated representatives (i.e., stewards, etc.), the Union President shall certify the names and offices of such officers to the City Human Resources Director. Further, the Union shall notify in the same manner of any changes in the above cited representatives. Union officers and stewards whose work hours may conflict with regular or special meetings of the Union shall be released from work without pay to attend such meetings.

ARTICLE VI

HOURS OF WORK

- 6.01 Regular Working Day and Week Defined.** The regular working day and regular working week for full-time regular employees in the bargaining unit shall be eight (8) hours or ten (10) hours or twelve (12) hours and forty (40) hours respectively except as hereinafter provided. There may be an unpaid thirty (30) minute lunch period. All work schedules shall be posted by the affected department. Permanent work schedules may be changed only with forty-eight (48) hours notice unless the employees involved voluntarily agree to the change.
- The regular workweek for full-time regular Convention Center and Auditorium employees in the bargaining unit shall be forty (40) hours in a seven (7) day cycle. There may be an unpaid thirty (30) minute lunch period. All work schedules shall be posted by the affected department. Permanent work schedules may be changed only with forty-eight (48) hours notice unless the employees involved voluntarily agree to the change.
- 6.02 Schedules.** Whenever any department head determines it is necessary for the efficient operation of the City, he/she may establish work schedules providing for eight (8) hours of continuous service and said schedule shall provide for a thirty (30) minute paid lunch period. The department head shall designate the location of the lunch break.
- 6.03 Split Schedules.** Whenever an employee is sent home prior to the end of his regularly scheduled shift with instructions from his supervisor to return at a later time to resume work, all hours worked on that calendar day after the employee's regularly scheduled quitting time shall be compensated at the rate of one and one-half (1½) the hourly equivalent of the employee's regular pay rate. Split schedules shall only be used in situations of emergencies (e.g., snow-

storms, floods, etc.). This section does not apply to Convention Center and Auditorium employees.

6.04 **Rest Periods.** Two (2) fifteen (15) minute rest periods shall be granted to employees consistent with work schedules, and in accordance with the rules and regulations established by the department head. Three (3) fifteen (15) minute rest periods shall be granted to employees, consistent with work schedules, for employees who are scheduled for ten (10) hour shifts.

6.05 **Cleanup Time.** When in operations designated by the City, and where facilities are available, employees so assigned shall be granted up to five (5) minutes cleanup time immediately prior to their meal break and up to ten (10) minutes cleanup time immediately prior to the end of the employee's shift.

6.06 **Time Units.** For purposes of computing wages, time shall be accounted for in fifteen (15) minute increments.

ARTICLE VII

OVERTIME

7.01 **Grant.** All full-time regular employees who are required by the employer to work in excess of their regular workday or their regular workweek are considered as eligible for overtime pay and shall be reimbursed for hours worked in excess of their regular workday or regular workweek at the rate of one and one-half (1½) the hourly equivalent of pay for their regular pay rate for all hours worked in excess of their regular workday or regular workweek. Overtime shall be paid for in fifteen (15) minute increments.

All full-time regular employees of the Convention Center and Auditorium who are required by the employer to work in excess of their regular workweek are considered as eligible for overtime pay and shall be reimbursed for hours worked in excess of their regular workweek at the rate of one and one-half (1½) the hourly equivalent of pay for their regular pay rate for all hours worked in excess of their regular workweek. Overtime shall be paid in fifteen (15) minute increments.

7.02 **Compensatory Time.** When requested by an employee, time off at the rate of one and one-half (1½) the overtime hours worked by an employee shall be granted in order to compensate for and in lieu of overtime payment.

If compensatory time is requested, requests for the use of said compensatory time shall not be unreasonably denied. The allowable maximum accrual shall be eighty (80) hours. The maximum accrual referred to in this section is the maximum amount of time that may be accrued and used during the period beginning September 1 and ending the following August 31. During any one pay period, the maximum amount of compensatory time that an employee may use is forty (40) scheduled work hours.

7.03 **Holidays.** If a full-time regular employee is required to work on any established holiday which is not a part of his/her regular workweek, he/she shall be paid for the hours so worked at the overtime rate of one and one-half (1½) or may receive compensatory time off at the rate of one and one-half (1½) for all hours so worked. This overtime payment will be in addition to the pay the employee receives for the holiday.

7.04 Authority to Grant. When determined by the employer to be necessary, assignment of work hours in excess of eight (8) hours per day or forty (40) hours per week shall be the responsibility of the department head or his/her designated representative.

7.05 Rest Breaks Beyond Shift. When an employee works or is scheduled to work for a minimum of two (2) hours beyond the end of the employee's normal shift, the employee shall be granted one (1) paid fifteen (15) minute rest break consistent with work schedules.

ARTICLE VIII

COMPENSATION

8.01 Rates of Pay. The rates of pay for positions covered by this Agreement shall be determined as set forth in Appendix "B" of this Agreement.

8.02 Paydays. The City shall pay for employee services on a biweekly basis with payday being the Friday following the end of each biweekly pay period. If the payday falls on a holiday, payment shall be made on the preceding regular workday.

8.03 Special Fees. Total compensation and other authorized allowances shall be in lieu of any special fees or compensation which an employee may be authorized by law to collect. Such fees or other compensation shall be paid to the City Treasurer in full, as required by the Finance Director.

8.04 Shift Differential.

- a. **Swing Shift.** A shift differential of thirty-five (35) cents per hour will be paid all full-time regular employees who are assigned to a swing (2nd) shift for the eight hours worked between 3:00 p.m. and 11:00 p.m. or the eight hours of the departmental swing (2nd) shift, if such shift differs from the 3:00 p.m. to 11:00 p.m. hours. Employees who are on a paid leave of absence shall continue to receive shift differential pay.
- b. **Graveyard Shift.** A shift differential of forty (40) cents per hour will be paid all full-time regular employees who are assigned to a graveyard (3rd) shift for the eight (8) hours worked between 11:00 p.m. and 7:00 a.m., or the eight (8) hours of the departmental graveyard (3rd) shift, if such shift differs from the 11:00 p.m. to 7:00 a.m. hours. Employees who are on a paid leave of absence shall continue to receive shift differential pay.
- c. **Limitation.** Shift differential shall not be paid an employee when he/she is receiving overtime rates of pay.

8.05 Reporting Pay.

Grant. Full-time regular employees who in the absence of prior notice from their employer report for work at their scheduled time on a scheduled workday, shall be paid for a minimum of four (4) hours straight time rate or assigned to a minimum of four (4) hours of work. Any employee for whom there is no work on any given day shall be entitled to use any available vacation time, compensatory time or unused floating holiday for this day. Any employee who is confined to a hospital, or who is confined to their home for convalescence immediately subsequent to in-patient or out-patient hospital care, on a day for which no work is determined, shall be entitled to use sick leave for said day.

8.06 Recall Time.

- a. **Recall.** Full-time regular employees who are recalled to work after the completion of their regular workday by their department head or his/her designated representative shall receive a minimum of two (2) hours pay at one and one-half (1½) their regular rate for any and all hours worked within that two (2) hour period. Each recall, regardless of number, shall be eligible for the two (2) hour minimum at one and one-half (1½) of the regular rate unless successive recalls are for the purpose of ordering an employee to return to the same work site to perform additional work or repairs.
- b. **Call-In.** Full-time regular employees who are called in within two (2) hours prior to the start of their scheduled shift shall be paid at the rate of one and one-half (1½) their regular rate for all hours worked prior to the start of their scheduled shift. Full-time regular employees shall complete their scheduled shift at the appropriate straight time rate.

Any employee scheduled to work a weekend burial at City cemeteries will be guaranteed three (3) hours of pay. In a situation involving multiple burials, an employee shall be paid for actual hours worked. An exception would be when a second funeral is scheduled and the employees are sent home. In that situation, the employees shall receive a minimum of three (3) hours pay for each burial.

- c. **Notice.** A full-time regular employee shall be deemed to have been "recalled to work" only when he receives notice of work to be done after leaving the City premises, vehicle or work site. If he receives such notice of work to be done before leaving the City's premises, but after the close of his preceding regular shift, he shall be deemed to have worked continuously.
- d. **Standby Time.** An employee who is designated to be on standby status or is required to carry a pager is responsible for keeping the City aware of his/her whereabouts and shall be immediately accessible by telephone or pager. Any employee who is designated on standby status and does not respond to callout is subject to discipline. The City may establish reasonable reporting procedures for the implementation of this Section. An employee on standby status shall one (1) dollar per hour effective July 1, 2006 for each hour in said status. On any given day, standby will be assigned in no less than eight (8) hour units. If an employee who is on standby is called in to work, his/her pay shall be at the appropriate rate of pay and standby pay will not be paid in addition to his/her appropriate rate of pay for those hours worked.

- 8.07 Longevity Pay.** Shall be \$20.00 per month (\$9.23 per biweekly pay period) for every five (5) years of continuous service. Full-time regular employees who have performed continuous service for five (5) years shall be eligible for longevity pay at the beginning of the pay period immediately following the completion of the required five (5) years of service. Continuous service shall be terminated by resignation, dismissal, or retirement. Former employees subsequently reappointed shall not be given longevity pay for service prior to said termination.

When a bargaining unit employee is temporarily filling in for a supervisory employee, the bargaining unit employee shall continue to receive longevity pay for the duration that the bargaining unit employee is filling in for a supervisory employee.

- 8.08 Retirement Severance Pay.** Any full-time regular employee of the City who retires and immediately upon such retirement becomes eligible for regular retirement benefits under the provisions of the Iowa Public Employee Retirement System, the Social Security Act, or Workers' Compensation, shall receive retirement severance pay, at the rate of three day's pay (24 hours) for each full twelve (12) month's service with the City. Computation of such retirement severance pay shall be on the basis of the employee's regular rate of pay at the time of termination, including longevity pay.
- 8.09 Reduction in Force Pay.** Any full-time regular employee of the City who has been employed for over one (1) year and who is affected by a reduction in force shall be entitled to forty (40) hours pay based on their current hourly salary at time of layoff.
- 8.10 Salary for New Classification.** When the City creates a new classification which is entitled to representation under this Agreement, the City shall establish the job description and rate of pay for the classification. The Union shall be notified within ten (10) days of said action. In the event the Union does not agree with the rate as set forth by the City, the Union may request negotiations and such request shall be granted and be instituted for the purpose of establishing a salary rate for the classification in question.
- 8.11 Mileage.** Employees required by the employer to use their personal vehicles for the conduct of City business shall be entitled to a mileage allowance of twenty-eight (28) cents per mile or a monthly allowance of up to \$207.25. Said allowance shall remain consistent with provisions of the Code of Iowa. Actual mileage for the conduct of City business shall be verified in writing by the employee and submitted to the appropriate department head on forms provided by the employer for documentation purposes. To be eligible for this provision, employees shall be required to furnish proof of insurance in accordance with minimum provisions established by the City.
- 8.12 Licenses and Certificates.** All licenses and/or certificates required by the employer to conduct the business of the employer, other than an Iowa Driver's License, Type 1, shall be paid for by the employer. In the event that the employer requires an employee to possess a Commercial Driver's License, the employer shall pay only the difference in cost between the Driver's, Type 1, and the Commercial Driver's License. The City will pay for training, on a one-time basis, as determined by the City.

ARTICLE IX

INSURANCE

9.01 Hospital-Medical/Surgical and Dental Insurance.

- a. **Eligibility.** Full-time regular employees (hereinafter referred to in this Article as "employees") who are actively at work are eligible for this insurance the first of the month following fifteen (15) days of continuous employment.
 1. **Premium Payments.** The total monthly premium for participating employees shall be paid in the following manner:
 - (a) The City of Sioux City will pay the monthly premium for each qualified employee with hospital, medical, and dental group insurance.

- (b) Effective July 1, 2007, the employee shall pay \$20 per month toward the premium for spouse and dependent coverage (\$30 per month effective July 1, 2008, and \$40 per month effective July 1, 2009) and the City shall pay the remainder of the premium for spouse and dependent coverage for the period July 1, 2007 through June 30, 2010.

2. Plan Benefits. Benefits shall be provided as set out in the plan document in effect on July 1, 2007, modified as follows:

- (a) The deductible shall be:

	<u>In Network</u>	<u>Out-of-Network</u>
Employee	\$150	\$200
Employee + 1	\$250	\$300
Family	\$350	\$400

- (b) Co-Insurance shall be:

<u>In Network</u>	<u>Out-of-Network</u>
90/10%	75/25%

- (c) The Office Visit co-pay shall be changed to \$15 and the co-payment shall not be applicable to the employee's deductible or out-of-pocket obligations.

- (d) The maximum out-of-pocket shall be:

	<u>In Network</u>	<u>Out-of-Network</u>
Employee	\$300	\$750
Employee + 1	\$500	\$1,100
Family	\$700	\$1,400

- (e) An emergency room co-pay of \$25 shall be instituted and the co-pay shall not be applicable to the employee's deductible or out-of-pocket obligations.

- (f) The prescription drug co-pay shall be changed to:

Generic	\$5
Brand Name Formulary	\$15
Brand name Non-Formulary	\$25

9.02 Life Insurance.

- a. Term Life Insurance. The City of Sioux City will provide all full-time regular employees with coverage of a \$10,000 individual group life insurance policy with an accidental death double indemnity feature with the City paying the full 100% of the premium.
- b. Employee Option. The employee has the option to purchase an additional \$10,000, \$30,000, \$50,000, \$70,000, or \$90,000 of insurance coverage with an accidental death double indemnity feature through payroll deduction.

To increase coverage to \$70,000 or \$90,000 evidence of insurability must be met.

- 9.03** **Long-Term Disability Insurance.** The City will provide full-time regular employees with long-term disability insurance with the City paying the full cost of the premium.

Coverage shall begin on the first day of the month following six (6) months of employment as a full-time regular employee.

- 9.04** **Flex Benefit Plan.** The City will provide employees with a flex benefit plan for the payment of deductibles and coinsurance amounts associated with the Health, Dental or Optical Insurance. Employees shall also be able to use this plan for the payment of Dependent Care that the employee may be paying for. Employees shall also be able to use this plan for the payment of any cost associated with any City supplemental group life insurance that the employee may be paying for through payroll deduction. This plan is subject to revision if federal laws governing flex benefit plans are revised.

ARTICLE X

PROBATIONARY PERIOD

- 10.01** **Civil Service Employees.** All full-time entrance appointments under Civil Service shall be conditional upon a probation period of six (6) months during which time the appointee may be disciplined, removed or discharged from such position by the appointing person or representative without the right of appeal to the Civil Service Commission or the grievance procedure set forth in this Agreement.

- 10.02** **Non-Civil Service Employees.** All full-time regular appointments not covered under Civil Service provisions shall be conditional upon a probation period of six (6) months during which time the appointee may be disciplined, removed or discharged from such position by the appointing person or body without right of appeal through the grievance procedure set forth in this Agreement. Persons removed or discharged during a probationary period, shall at the time of discharge, be given a notice in writing stating the reason or reasons for the dismissal.

ARTICLE XI

AUTHORIZED LEAVE

- 11.01** **Vacation.**

- a. **Eligibility.** All full-time regular employees shall be entitled to leaves of absence with full pay for vacation periods. In the event that full vacation leave is not taken, unused vacation leave may be carried over from one (1) calendar year to the next as set forth in "b" below.

In the event that an employee is required to forego his scheduled vacation for the convenience of the City and his vacation period cannot be conveniently rescheduled within that calendar year, the employee so affected shall be authorized to carry over his vacation period from one (1) calendar year to the next with the written approval of the City Manager.

- b. **Annual Accrual.** Employees shall be granted and accrue vacation periods in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Hours Allowed</u>	<u>With Carry-Over, Maximum Accrual May be Up To</u>
After one (1) year.	(1 week)	
After two (2) years and for each year thereafter, up to and including the seventh (7) year.	(2 weeks) 80 hours	(3 weeks) 120 hours
After eight (8) years and for each year thereafter, up to and including the fourteenth (14) year.	(3 weeks) 120 hours	(4 weeks) 160 hours
After fifteen (15) years and for each year thereafter.	(4 weeks) 160 hours	(5 weeks) 200 hours

- c. **Accrual Rate.** The length of service rendered by an employee shall determine the length of vacation period allowed. The employee shall accrue 1/26 of his annual entitlement for each biweekly pay period of continuous service. The accrual of annual vacation shall be as follows:

During the period of the first (1) year (1 week).	1.538 hours per biweekly pay period
During the period of the second (2) through seventh (7) years (2 weeks).	3.076 hours per biweekly pay period
During the period of the eighth (8) through fourteenth (14) years (3 weeks).	4.614 hours per biweekly pay period
During the period of the fifteenth (15) and subsequent years (4 weeks).	6.152 hours per biweekly pay period

- d. **Credit Limitation.** Credit for vacation leave accumulates only during leave with pay status, except during terminal vacation, and when an employee is receiving payments due to work-connected injury and has exhausted the benefits set forth in Article XI, 11.08 of this Agreement. Vacation leave for said employees shall be credited and charged on an hourly basis.

- e. **Grant Procedure.**

1. Vacation periods are to be approved, granted and scheduled by each department head taking into consideration the departmental work unit, workload, the employee's requests and seniority. Vacation may be granted on an hourly basis.
2. During the first year of employment, the employee is not eligible for vacation leave. Only upon completion of one (1) year of continuous employment has an employee earned and is entitled to one (1) week.
3. Overuse of vacation leaves will not be authorized. Vacation entitlement shall be calculated as of the date an employee became a full-time regular employee.

4. No later than February 1, each department head will cause to be posted for each work unit a form denoting the dates available for employee vacations, any departmental restrictions regarding those dates, a list of employees in the work unit in order of seniority based upon their last date of hire, and the date by which employees must have denoted their choice for vacation period.
 5. Each employee, in order of seniority, shall denote his/her choice of vacation periods by filling in the appropriate blank and then cross his/her name off the top of the seniority list. The next ranking employee by seniority shall do likewise until all have denoted their choice. All employees must have made their choice by the date indicated or forfeit their seniority rights for the purpose of choosing vacation periods.
 6. Each department head shall remove these forms on March 15, check these lists for compliance with the seniority rights and departmental restrictions and post by April 15 the vacation schedule for the upcoming vacation period for each work unit. Vacation requests will not be unreasonably denied.
 7. When vacation requests are not submitted during the initial sign up period, vacations will be granted on a first come, first served basis. Vacation requests will be answered, in writing, within five (5) working days from the date of receipt of the request. Vacation requests will not be unreasonably denied.
- f. Holidays. A legally designated holiday that falls during an employee's vacation shall not be charged against the employee's vacation.
 - g. Terminations. An employee who leaves the employment of the City shall be compensated for vacation leave earned.
 - h. Military Leave. All earned vacation leave, at the employee's option, shall be paid to an employee granted extended active military leave.
 - i. Transfers. An employee who transfers from one department to another takes with him/her his/her earned vacation of the balance of his/her unused vacation.
 - j. Eligibility. All full-time regular employees are eligible for paid vacation leave.
 - k. Sick Leave on Vacation: If an employee is under the care of an attending physician while on his/her vacation, that portion of the vacation may be charged to sick leave upon satisfactory proof of said care being provided to the Employer, if requested.

11.02 Holidays.

- a. Designation. The following calendar days of the year shall be considered to be holidays within the context of this Agreement:

(1) New Year's Day	January First
(2) President's Birthday	Third Monday in February
(3) Memorial Day	Last Monday in May
(4) Independence Day	July Fourth
(5) Labor Day	First Monday in September
(6) Veteran's Day	November Eleventh

(7) Thanksgiving Day	Fourth Thursday in November
(8) Day after Thanksgiving	Friday following the Fourth Thursday in November
(9) Christmas Day	December Twenty-fifth
(10) Personal Day	As described in e., below
(11) Personal Day	As described in e., below
(12) Personal Day	As described in e., below

- b. Eligibility. All full-time regular employees shall be eligible for paid holidays.
- c. Weekend Holidays. Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those employees on a Monday through Friday workweek. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.
- d. Application. Except as hereinafter provided, all full-time regular employees of the City shall be entitled to leaves of absence with pay for each of the aforesaid holidays and shall receive compensation therefore equivalent to the one (1) day's pay.

When due to continuous operations an employee is scheduled to work on the actual holiday as defined in subsection (a) as part of the regular work schedule, the employee shall be paid one and one-half (1½) times his regular hourly rate plus the employee shall be given a day off in lieu of the scheduled holiday or eight (8) hours additional pay at the employee's regular hourly rate. When the employee and the department head mutually agree, the employee may receive eight (8) hours straight pay or eight (8) hours off.

In the event an employee of the WCICC Communication Center is required to forego the use of requested holiday time off, the employee so affected shall be authorized to carry said amount above the established limitations. Effective 7/1/03, the allowable maximum accrual shall be 112 hours. Any holiday time exceeding the allowable maximum shall be paid at the employee's regular hourly rate.

e. Personal Day Procedure.

1. Whenever possible, employees shall provide at least twenty-four hours advance notice to their supervisor of their intent to use personal leave. When it is not possible to provide twenty-four hours notice, employees shall provide as much advance notice to their supervisor as possible.
2. In the initial year of employment, personal days shall be prorated based upon the date of employment. Each employee hired prior to September 1 shall be authorized three (3) personal leave days which shall be taken within the period of July 1 to June 30. Employees hired on or after September 1 but prior to December 1 of the applicable contract year shall be authorized two (2) personal days which shall be taken within the period beginning with their date of hire and ending June 30. Employees hired on or after December 1 but prior to March 1 of the applicable contract year shall be authorized one (1) personal day which shall be taken within the period beginning with their date of hire and ending June 30. Employees hired on or after March 1 but prior to July 1 of the applicable contract year shall not be authorized to take any personal days. After their initial year of employment, each employee shall be authorized three (3) personal days which shall be taken within the period of July 1 to June 30.

3. Personal days may be taken in one (1) hour increments and shall be equal to the employee's scheduled work day.
4. Employees who are on a ten (10) hour schedule and who use a full day of personal leave shall be debited 8 hours of personal leave.

11.03 Military Leave. Military leave shall be granted by the City Manager or the Council as the case may be; in accordance with the provisions of the Code of Iowa, Section 29A.28 which is as follows:

"All officers and employees of the state, or a subdivision thereof, or a municipality other than employees employed temporarily for six months or less, who are members of the national guard, organized reserves or any component part of the military, naval or air forces or nurses corps of this state or nation, or who are or may be otherwise inducted into the military service of this state or of the United States, shall, when ordered by proper authority to active state or federal service, be entitled to a leave of absence from such civil employment for the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay during the first 30 days of such leave of absence. The proper appointing authority may make a temporary appointment to fill any vacancy created by such leave of absence."

11.04 Jury Leave. Those employees drawn for federal, district and associate district court, petit or grand jury service, shall continue to receive their regular pay while engaged in such service. However, any fees, exclusive of mileage and meal allowance, received by said employees for jury service on the City time shall be given to the City.

11.05 Appearance Required by Subpoena. When an employee is legally subpoenaed to appear as a witness before a court or administrative body to testify for a federal agency or a political subdivision of the state, the time spent shall be considered as a leave of absence with pay, provided the employee is not a party to the proceedings. Any witness fees received by the employee shall be remitted to the City.

11.06 Leave Without Pay.

- a. **Grant.** Leave of absence without pay may be granted by the City Manager upon the recommendation of the department head involved, but such leaves shall be limited to periods not exceeding thirty (30) calendar days. Requests for renewal of thirty (30) day leave periods shall not be unreasonably denied.
- b. **Certification.** No leave of absence shall be granted except upon written request of the employees. Whenever granted, such leave shall be in writing and signed by the City Manager and a copy of the leave, so approved, filed with the Human Resources Director.
- c. **Reinstatement.** Upon expiration of approved leaves, the employee shall be reinstated in the position the employee held at the time such leave was granted. Failure of the employee to report promptly shall be cause for discipline or dismissal.
- d. **Benefits.** Unless specified elsewhere in this Agreement, full-time regular employees' authorized said leave shall accrue or receive no benefits during said leave.

11.07 Absence Without Leave. Any absence of any employee from duty, including any absence for a single day or any part of a day, that is not authorized by a specific grant or leave of absence

under the provisions of this Agreement, shall be deemed to be an absence without leave. Any such absence shall be without pay, and may be subject to disciplinary action.

11.08 Injury Leave.

- a. **Grant.** When a full-time regular employee of the City sustains a personal injury arising out of and in the course of his/her employment, he/she may, for the first three (3) working days of total disability following the injury, use earned and unused sick leave credits. Beginning on the fourth (4) calendar day of total disability following the date of injury and up to and including the fortieth (40) day of total disability, the City shall pay the injured employee in addition to the Workers' Compensation benefits to which said employee is entitled, a sum which together with said Workers' Compensation benefits will equal 100% of the rated salary he/she would have received had he/she not been incapacitated. The difference between Workers' Compensation benefits and base salary plus longevity for the employee's current classification will be deducted from the earned and unused sick leave credits of the employee. Upon expiration of an employee's accumulated and unused sick leave credit or after the fortieth (40) day, the employee shall be entitled only to the benefits payable under the Iowa Workers' Compensation Law. If an employee is entitled to payment for the first three (3) days of disability pursuant to the Iowa Workers' Compensation Law, the payment shall be considered made if the employee utilized sick leave for the three (3) day period. The employee shall be credited an amount of sick leave used the first three (3) days equal to the applicable Workers' Compensation rate payable to the employee.
- b. **Report Of.** An employee who is physically able to and who fails to report within twenty-four (24) hours any injury, however minor, to his/her supervisor and to take such first aid or medical treatment from such person whom the City may designate as may be necessary shall not be eligible for injury leave as outlined. No employee shall return to work from an on-the-job injury without a physician's statement indicating the employee is able to resume all work assignments consistent with the employee's classification.

11.09 Funeral Leave.

- a. **Grant.** Upon verification of a funeral, one (1) regularly scheduled work day, but not less than eight (8) hours, leave of absence with pay will be granted as funeral leave to a full-time regular employee for the purpose of attending the funeral or other related activities of a member of the employee's immediate family. Such funeral leave shall not be deducted from the employee's accumulated sick leave or annual vacation leave. Family is defined as consisting of those individuals with the relationship of father, mother, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, step-parents, half-brother, half-sister, and step-children. Up to thirty-two (32) additional work hours, or four (4) regular scheduled work days, off due to such a death may be taken as sick leave upon approval of the department head concerned.
- b. **Travel Time.** If the location of the funeral is in excess of 300 miles one way from Sioux City, Iowa, an employee may request up to sixteen (16) additional work hours, or two (2) regularly scheduled work days, chargeable to accumulated sick leave, for the purpose of traveling to and attending the funeral. Authorization of said hours is subject to the approval of the appropriate department head.

- c. Documentation Required. Authorization for leave under this provision shall be subject to the employee's submission of documentation relative to the date, time and location of the funeral.

11.10 Sick Leave.

- a. Grant. Each full-time regular employee shall be granted sick leave with pay to be used only with the approval of the department head or designated representative concerned for absence due to personal illness or injury of the employee or due to the death of the employee's mother, father, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, step-parents, half-brother, half-sister and step-children. If a department head suspects that an employee may be abusing sick leave, the employee may be required by the department head to provide a certificate described in 11.10d(3) below for any absence under this provision.
- b. Accrual. For each completed biweekly period of service, all employees shall accrue 3.69 hours of sick leave with pay per pay period. Such leave is accrued as long as an employee is not on leave without pay basis.

Sick leave shall accrue during the period of sick leave with pay.

- c. Charge. Paid sick leave shall be charged on an hourly basis for purposes set forth herein and only when a tour of duty is missed shall an employee be charged with a full eight (8) hours of sick leave.
- d. Use and Certification.
 - 1. Requests for use of sick leave shall be made in accordance with rules and regulations established by the department head. Said rules shall be posted and distributed to all employees by the respective department heads.
 - 2. Employees shall be paid for sick leave only after the cause for said leave has been certified by the appropriate department head.
 - 3. Employees claiming sick leave over two and one-half (2½) working days may be required by their department head to file a certificate signed by a member engaged in the healing arts licensed by a state government which states the extent and nature of the illness or injury and states that the employee was incapacitated for work for the period of his or her absence. The statement is also to indicate that the employee is physically able to resume all work assignments consistent with the employee's classification.
 - 4. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours.
 - 5. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.
- e. Accumulation. Unused sick leave accounts shall be cumulative up to an unlimited amount of hours.
- f. Application. The above provisions are applicable to full-time regular employees only.

- g. Cancellation of Sick Leave: Separation from the City's service shall cancel all unused accumulated sick leave. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re-employed by any department of the City within three (3) years.

11.11 Maternity Leave.

- a. Grant. Maternity leave shall be granted if requested by the employee. Any temporary disabilities caused or contributed to by pregnancy and/or childbirth shall be considered a personal illness and all regular sick leave benefits, rules and regulations shall apply the same as any other illness.
- b. Extended Maternity Leave Without Pay. A leave of absence beyond the time of medical confinement for pregnancy and childbirth may be granted without salary or sick leave benefits for a period not to exceed one (1) year. If an extended leave of absence is anticipated, a request for a leave shall be filed with the Human Resources Director thirty (30) days prior to the anticipated absence.

11.12 Miscellaneous. After an employee has exhausted all FMLA leave to which he/she is entitled, the employee may use any contractually provided paid or unpaid leave to which the employee is otherwise entitled.

ARTICLE XII

GRIEVANCE PROCEDURE

12.01 Definition. A grievance shall be defined as a dispute or disagreement raised by an employee against the City or the appropriate commission or board involving the interpretation or application of the specific provisions of this Agreement. Disciplinary actions may be considered grievances and shall be subject to the grievance procedure herein. Grievances, as herein defined, shall be processed in accordance with the procedure set forth in Section 12.05 below.

The Union may request a meeting with any department head to discuss a dispute or disagreement involving the interpretation or application of the specific provisions of this Agreement affecting a significant number of employees in that department. The Union and the department head may agree to waive any step of the grievance procedure and commence a grievance at a higher step at such a meeting.

A "past practice" can only be established by the City Manager or the Assistant City Manager. If an employee or the Union claims that a past practice is the basis for a grievance or asserts in a grievance that the City has violated a past practice, then the employee or the Union, as appropriate, will be required to identify the past practice and the factual basis for the claim that the past practice exists and is binding on the City.

12.02 Probationary Employees. Probationary employees as set forth in Article X of this Agreement shall have no right to grieve on matters of discipline, removal or discharge.

12.03 Grant. Any full-time regular or part-time regular employee (hereinafter referred to in this Article as "employees") may process a grievance as outlined in this Article and shall have the right to representation by the Union in conferences with the City. The employee and the Union shall have copies of the written decisions issued by the City at each step of the procedure.

12.04 Appeals.

- a. **Time Limits.** All time limitations in this grievance procedure shall be based on calendar days and may be extended by mutual agreement of the City and Union. All grievances must be presented promptly and no later than fourteen (14) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance.
- b. **Automatic Appeals.** In the event the employer does not respond within the time limits set forth, the grievance shall be automatically appealed to the next step of the grievance procedure.
- c. **Failure to Appeal.** In the event the Union fails to appeal a grievance within the time limits set forth, the matter shall be considered resolved and not subject to further processing under the grievance procedure.

12.05 Procedure.

- Step 1. An employee, with or without a representative of the Union, who has a grievance, shall present a written grievance to the immediate supervisor within fourteen (14) days of the occurrence of the alleged grievance. The immediate supervisor shall respond in writing to the employee within seven (7) days of the written grievance.
- Step 2. The grievance shall be considered resolved unless within seven (7) days of the receipt of the written report, the employee and/or authorized Union representatives submit a written grievance appeal to the appropriate division head or authorized division representative. Within seven (7) days of receipt of such a grievance appeal, the division head shall furnish the employee with a written reply to the grievance.
- Step 3. The grievance shall be considered resolved unless within seven (7) days of the receipt of the response at Step 2, the employee and/or authorized Union representatives submit a written appeal to the department head or to the department head's authorized representative. The department head shall respond in writing to the grievant within seven (7) days of the receipt of the grievance.
- Step 4. The grievance shall be considered resolved unless within seven (7) days of the receipt of the response at Step 3, the employee and/or authorized representatives submit a written appeal to the City Manager, or in the case of employees of commissions or boards to the representative of the appropriate commission or board. The City Manager or the appropriate commission or board shall hold a hearing within seven (7) days of the receipt of the appeal. The employee, the Union, and the department head shall have the right to be present and to set forth information to assist the City Manager or appropriate commission or board in reaching a decision on the grievance. Said decision shall be issued within ten (10) days following the completion of the hearing.

12.06 Grievance Processing. Grievances may be processed by a member of the Grievance Committee (Steward) during working hours. All releases of employees from scheduled work time for any aspect of processing of grievances shall be subject to authorization of the appropriate management supervisor.

- a. Step 1. Grievant and Steward, if requested by Grievant.

- b. Step 2. Grievant and Steward, if requested by Grievant.
- c. Step 3. Grievant, Chief Steward, and Steward.
- d. Step 4. Grievant and Chief Steward and up to two other Union designated representatives. Request for release to be filed in writing with Human Resources Manager two (2) days in advance of hearing.
- e. Step 5. Grievant and Chief Steward and up to two other Union designated representatives. Request for release to be filed in writing with Human Resources Manager two (2) days in advance of hearing.

AFSCME Staff Representatives may be present and participate in any Grievance Step Meeting. The decision of the AFSCME Staff Representative to be present is made by the AFSCME Staff Representative and no one within the City needs to be notified.

All bargaining unit employees shall have the right to meet and adjust their individual complaints with the Employer.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization, and in the case of an employee's grievance, only with the approval of the public employee.

12.07 **Discipline and Discharge.** The parties recognize the authority of the employer to suspend, discharge or take other appropriate disciplinary action against employees for just cause. An employee who alleges that such action was not based on just cause, may appeal a suspension or discharge, taken by the Employer beginning with the third step of the grievance procedure. All other disciplinary action shall begin with the first step of the grievance procedure.

ARTICLE XIII

ARBITRATION

13.01 **Procedure.** As to those matters involving the interpretation of rights granted to employees in the bargaining unit by this Agreement, and in the event that such grievance is not then disposed of as aforesaid, either party, no later than thirty (30) calendar days after receipt of the City Manager's decision or the decision of the appropriate commission or board, may request arbitration before an impartial arbitrator. A copy of said request shall be sent to the Human Resources Director or appropriate commission or board and/or the President of the Union, whichever is applicable. Within fourteen (14) calendar days after the notice of appeal to arbitration is given, the City and the Union shall meet and endeavor to select an arbitrator. If, after three (3) days following the meeting, agreement as to the arbitrator is not reached, the City and the Union shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. All of the candidates for arbitrator shall be members of the National Academy of Arbitrators. When such panel is reached, the City and the Union shall alternately strike from such list; the initial strike shall be determined by a toss of a coin, and the remaining person shall act as arbitrator. In order to be considered timely, a hearing regarding a grievance which is appealed to arbitration must be scheduled no later than 120 days from the date the grievance was appealed to arbitration. If an arbitration is not held within the above mentioned 120 days, the grievance will be considered denied. The arbitrator shall be empowered to convene to hear the evidence pursuant to such rules and procedures as he/she may adopt and to make a written decision which shall be final and binding. The parties shall bear equally

the fees of the arbitrator. The costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. The City and the Union shall bear individually the cost and compensation of its own witnesses, exhibits, and representation.

13.02 **Limitations on Grievance Arbitrators.**

- a. Limitation. Arbitration shall be limited to:
 - 1. An interpretation of the Articles of this Agreement; and
 - 2. A grievance as herein defined arising out of the express terms of this Agreement.
- b. Arbitrator's Authority. The arbitrator shall neither add to nor detract from, nor modify the language of this Agreement in arriving at a determination of any issue that is presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to change wage rates or salaries established on the salary schedule but shall have the power to adjust an individual employee's wages. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion, which are not directly essential in reaching the determination of the issue submitted for decision.
- c. Decision. The arbitrator shall submit the decision, in writing, within thirty (30) days after the conclusion of the hearing, or hearings, as the case may be, and the decision of the arbitrator so rendered shall be final and binding upon the employee involved and upon the parties to this contract. Where a dispute relates to the scale of wages or benefits in any way, any decision rendered shall not be retroactive more than twenty-four (24) days beyond the date on which the dispute was first presented as a grievance in writing.
- d. Issues Arising Before or After Agreement. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this Agreement, and no arbitration determination, or award shall be made by an arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement or following the termination of this Agreement.

The above shall not apply to arbitration in process at the time of this termination.

ARTICLE XIV

UNIFORMS

- 14.01** **City to Supply.** When in judgment of the employer, uniforms are deemed to be required for employees, said uniforms will be provided and maintained or provided and replaced by the City.

ARTICLE XV

SAFETY

15.01 Working Conditions and Rules.

- a. Provision. The City of Sioux City will attempt to provide and maintain safe working conditions for its employees.
- b. Cooperation. The employees and the Union agree to cooperate to that end and abide by all reasonable safety rules and regulations.

15.02 Protective Clothing and Equipment. Protective clothing and equipment authorized and made available by the City to protect employees from injury and illness shall be provided by the City. The use of such clothing and equipment shall be mandatory. The employee is not responsible for fair wear and tear, but shall be responsible for any loss or damage by negligence or deliberate act.

15.03 Safety Inspections/Committee. The City and the Union agree to establish a Joint Health and Safety Committee. This Committee shall be comprised of five (5) representatives of the Union and five (5) representatives of the City. The Committee shall meet at mutually agreeable dates and times to discuss Health and Safety matters in the City. It is understood that the Committee may not take any action which is final and binding upon the parties.

15.04 Safety Boot or Shoe Allowance. The City shall reimburse employees required to wear protective footwear and shall, through administrative policy, designate job classifications that require said use. The reimbursement shall be a maximum of one hundred and seventy-five dollars (\$175.00) over a two-year period (24 consecutive months), effective July 1, 2008.

The City agrees to adopt a Department Policy regarding rain gear and rubber boots which will provide appropriate and necessary personal protective equipment for inclement weather.

ARTICLE XVI

BULLETIN BOARD

16.01 Space Provided. The City will provide the Union with bulletin board space as defined herein for the posting of notices of employee Union meetings, elections, election returns, appointments to office, and Union business, or social affairs. Said board space shall be specifically designated, and be accessible for all personnel to view.

16.02 Posting. Prior to any posting, all notices must be authorized by the president or other officer of the employee Union. Any notice containing personal, defamatory or political material is prohibited.

16.03 Bulletin Board Locations. For the purpose of this section, the definition of bulletin board space will be space designated by the City for posting of authorized notices.

All space will be made available by the City at the following locations as long as City operations are conducted at said location:

City Hall
Central Maintenance Garage
Public Works Field Headquarters
Sign and Signal Shop
Convention Center
Records Department - Police Building
WCICC, Communication Center - Police Building
WCICC, Data Center - Court House

Water Treatment Plant
Parking Ramp B
Police/Fire Administration
Utilities Field Headquarters
Auditorium
Art Center

16.04 Additional Space. Added areas may be designated upon written request of the Union and approval by the appropriate department head.

ARTICLE XVII

DUES CHECKOFF

17.01 Dues Checkoff and Indemnification.

- a. Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union, the City will deduct from the pay due such employee those dues required as the employee's membership dues in the Union, and fees for Union insurance programs.
- b. Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be certified to the City in writing by the authorized representative of the Union.
- c. Such orders shall be terminable with written notice to the City and the Union either between June 15th and June 30th of the last year of each contract or within a two-week period following the anniversary date of the employee's authorization to withhold dues. The City agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the employee's notice to terminate dues deduction.
- d. The union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the City for the purpose of complying with the provisions of this Section.
- e. No other employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this Agreement.
- f. The City shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions. The list provided to the Union shall include the following information:
 1. The employee's name
 2. The employee's address

3. The employee's social security number
4. The amount of dues withheld

g. This local Union may independently adjust its dues structures to meet local needs.

17.02 PEOPLE Checkoff. The Employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Employer and the Union. The Employer agrees to remit any deduction made pursuant to this provision, within fifteen (15) days from the pay date of such payroll deductions, the Employer shall remit any deduction with a list showing the names, address, social security number and amount of the deduction withheld from the employees to AFSCME/IOWA Council 61.

17.03 Fair Share. Upon enactment of Fair Share Legislation, the Employer agrees to comply with said Fair Share Legislation immediately.

ARTICLE XVIII

NON-DISCRIMINATION

18.01 Non-Discrimination. The City and the Union agree that their respective policies will not violate the rights or discriminate against any employee covered by this Agreement because of sex, creed, color, age, national origin, marital status, disability, political affiliations, association, affiliation or non-association or in the applications or interpretations of this Agreement except as such conditions may constitute a bona fide occupational or assignment qualification.

18.02 Chapter 20. The City and the Union further agree not to discriminate against individuals for exercising rights granted under Chapter 20 of the Code of Iowa.

18.03 Mutual Cooperation. The City and the Union agree to cooperate by encouraging female and minority applicants for employment with the City and to comply with provisions of the City's Affirmative Action Program.

18.04 Promotion or Transfer. Pursuant to Section 216.14 of the Code of Iowa, after a handicapped individual is employed, the employer shall not be required under this Agreement to promote or transfer such handicapped person to another job or occupation unless, prior to such transfer, such handicapped person, by training or experience, is qualified for such job or occupation.

ARTICLE XIX

EMPLOYEE STATUS

19.01 Civil Service Employees. The provisions of Chapter 400, Code of Iowa, as amended, "Civil Service" shall apply where applicable as long as said provision remains part of the Code of Iowa. Enforcement of said rights shall be through procedures set forth in said Chapter 400 and shall not be processed through the Grievance or Arbitration procedures set forth in this Agreement.

19.02 Non-Civil Service Employees.

- a. **Seniority.** Seniority is determined by the length of continuous unbroken service as a full-time regular employee of the City. In computing seniority, periods of employee suspen-

sions and leave of absence without pay (except for work-connected injury or illness) in excess of thirty (30) consecutive calendar days per year shall be deducted from the employee's time of seniority.

b. **Reduction in Force.**

1. In the event reduction in force becomes necessary, the City agrees to provide affected employees ten (10) working days' notice prior to the effective date of the reduction.
2. **Order and Procedure.** Whenever it becomes necessary for employees within the bargaining unit of a specific class within a department to be laid off, the order shall be as follows:
 - I. Probationary employees.
 - ii. Temporary appointees pending Civil Service Examination.
 - iii. Part-time regular employees.
 - iv. Full-time regular employees based on seniority as set forth in "a" above.

- c. **Recall.** Laid-off employees shall advise the Employer of their current addresses during layoff. If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff. Laid-off employees shall have recall rights for six (6) months from the effective date of their layoff.

Employees shall be entitled to be recalled to a vacancy in the position in which they were employed at the time of layoff, provided they meet the minimum job requirements as specified in the job description to perform the work in that position.

The Employer shall notify an employee of his/her recall in writing by certified mail to the employee's address on file in the office of the Human Resources Director. An employee's failure to report to work within fourteen (14) calendar days, after receipt of the recall letter, shall result in the termination of the employee's recall rights.

19.03 Access to Personnel Files.

- a. **Employee Access.** Each employee shall, during normal business hours of the Human Resources Department, have the right of access to his/her own personnel file.
- b. **Copies.** Each employee at his/her own expense may have a copy of any item, excluding test materials, which may be contained in the employee's file.
- c. When any adverse material relating to an employee's conduct, including oral and written reprimands, is placed in that employee's file, it shall be signed by that employee or the employee's refusal to sign shall be noted on the document, and the employee shall receive a copy of the material prior to its placement in the file. The signature of the employee only indicates acknowledgment that the employee has received a copy of the material and does not indicate the employee's agreement with the contents of the documents.

19.04 Transfer. Whenever a permanent vacancy occurs in an existing job classification within the bargaining unit, a notice of such vacancy shall be posted on departmental bulletin boards for three (3) consecutive working days. During this period, current qualified employees who wish to apply may do so by submitting a written application to the Human Resources Department.

Qualified employees shall mean only those employees currently occupying the same job classification as the vacant position.

Following the posting period, the affected department head shall consider job performance, qualifications, and seniority in granting or denying such transfer requests. Denials of transfers shall not be arbitrary or capricious.

Nothing in this Section shall conflict with the provisions of Civil Service, Chapter 400 of the Code of Iowa. Should such a conflict arise, the provisions of Chapter 400 shall control.

19.05 Evaluation Procedures.

- a. **Required Evaluations.** Employees will be evaluated annually, but not more than twice a calendar year.
- b. **Evaluation Conference.** A conference regarding the evaluation shall be held between the employee and the evaluator following the completion of the written evaluation. A copy signed by both parties shall be given to the employee.
- c. **Employee Response.** All evaluation reports shall be placed in the employee's official personnel file. The employee has the right to respond to the evaluation report, and such response shall become part of the evaluation report.
- d. **Evaluation Form and Criteria.** Changes in the evaluation form and criteria shall be mutually agreed to by the City and the Union.

ARTICLE XX

SAVINGS CLAUSE

- 20.01 Severability.** If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby and this Agreement and addendum shall remain in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of attempting to arrive at a mutual satisfactory replacement for such article or section.

In the event the parties fail to agree on provisions for substitute in fifteen (15) days following the start of negotiations, the parties shall follow the impasse procedures, 20.19, 20.20, 20.21 and 20.22 of Chapter 20, Public Employment Relations. (Collective Bargaining)

ARTICLE XXI

NO STRIKE - NO LOCKOUT PROVISIONS

- 21.01 No Strike Clause.** The Union, its officers, agents, members and employees covered by this Agreement agree that they will not, directly or indirectly, induce, instigate, encourage, authorize, ratify or participate in a "strike" against the City. A "strike" shall mean an employee's refusal, in concerted action with others, to report to duty, or his/her willful absence from his/her position, or his/her stoppage of work, or his/her absence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influenc-

ing or coercing a change in the conditions, compensations, rights, privileges or obligations of public employment.

21.02 **Violations.** Any violations of the foregoing provision may be made the subject of disciplinary action including discharge.

21.03 **No Lockout Clause.** The City, its officers, agents, and staff agree that they will not directly or indirectly, induce, instigate, encourage, authorize, ratify or participate in a "lockout." A "lock-out" shall mean a cessation of work for the purpose of obtaining for the City a concession or agreement from the Union in connection with labor negotiations.

ARTICLE XXII

INCOMPATIBLE ACTIVITIES

22.01 **Prohibition Of.** Any employee shall not engage in any employment activity or enterprise which is inconsistent, incompatible, or in conflict with his/her duties as a City employee, or with the duties, functions and responsibilities of the department by which he/she is employed.

22.02 **Incompatible Activities.** The following activities, said listing not to be construed as comprehensive or inclusive, shall be considered inconsistent, incompatible, or in conflict with City employment:

1. Any employment, activity or enterprise which involves the use for private gain or advantage of the City's time, facilities, equipment or supplies, prestige or influence of a City office or equipment.
2. Any activity which involves the receipt or acceptance by the officer or employee of any money or other consideration from any one other than the City for the performance of an act which the officer or employee would be required or expected to render in the regular course of City employment or a part of his/her duties as an employee.
3. Any activity which involves the performance of an act in other than capacity as an employee which may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement by such officer or employee or the department by which he/she is employed.
4. Any activity which involves so much of the employee's time that it impairs attendance or efficiency in the performance of his/her duties as an employee.

22.03 **Final Determination.** The City Manager shall make a final determination when necessary, as to whether a specific activity is prohibited.

22.04 **Political Activity.**

- a. **Solicitations on Worktime.** An employee shall not, while performing official duties or while using City equipment at the employee's disposal by reason of the position, solicit in any manner contribution for any political party or candidate or engage in any political activity during working hours that impairs the efficiency of the position or presence during the working hours. An employee shall not seek or attempt to use any political endorsement in connection with any appointment to a civil service position.

- b. Influencing Political Action. An employee shall not, by the authority of this position, secure or attempt to secure in any manner for any other person an appointment or advantage in appointment to a civil service position or an increase in pay or other advantage or employment in any such position for the purpose of influencing the vote or political action of that person or for any other consideration.
- c. Co-worker Solicitations. An employee who in any manner supervises another employee shall not directly or indirectly solicit the employee supervised to contribute money, anything of value, or service to a candidate seeking election, or a political party or candidate's political committee.
- d. Candidates for Office. An employee who becomes a candidate for any elective public office, shall, upon request of the employee and commencing any time within thirty (30) days prior to a primary, special, or general election and continuing until after this thirty (30) day period, automatically be given a leave of absence without pay. An employee who is a candidate for any elective public office shall not campaign while on duty as an employee.
- e. Opinions on Working Conditions. This Article shall not be construed to prohibit any employee or group of employees, individually or collectively, from expressing honest opinions and convictions, or making statements and comments concerning their wages or other conditions of their employment.

ARTICLE XXIII

DURATION OF THE AGREEMENT

- 23.01** **Term.** This Agreement and any written amendment made and annexed hereto shall become effective on July 1, 2007, and shall continue in full force and effect until midnight, June 30, 2010.
- 23.02** **Automatic Extension.** In the event notice is not given as set forth in Chapter 20 of the Code of Iowa (Collective Bargaining), then this Agreement shall automatically continue in effect from year to year until such notice is given.
- 23.03** **Re-opener:** If either state or federal legislation relating to participation in a plan of national, state, or regional health care is passed prior to the expiration of this Agreement, and if such legislation would affect the insurance benefits provided under the terms of this Agreement, then the parties agree that they will re-open negotiations with regard to Section 9.01 "Hospital-Medical/Surgical and Dental Insurance" and Appendix B "Salary Schedule."

FOR LOCAL 212, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES

President

Vice-President

Secretary

AFSCME/Iowa Council 61
Chief Negotiator

FOR CITY OF SIOUX CITY

ATTEST: _____
City Clerk

City Manager

CONTRACT/AFSCME 2007-2010

APPENDIX B
LOCAL 212 AFSCME
BIWEEKLY SALARY SCHEDULE EFFECTIVE JUNE 20, 2009

CLASS CODE	CLASS TITLE	PAY SYSTEM CODE & RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
1002 1003	Clerical Assistant Desk Attendant/Receptionist	A 1	13.1873	13.4238	13.7378	14.0331	14.3471	Hourly
			1054.98	1073.91	1099.02	1122.65	1147.76	Biwkly
			27429.51	27921.54	28574.62	29188.81	29841.89	Annual
		2	13.4238	13.7378	14.0331	14.3471	14.6468	Hourly
			1073.91	1099.02	1122.65	1147.76	1171.74	Biwkly
			27921.54	28574.62	29188.81	29841.89	30465.30	Annual
		3	13.7378	14.0331	14.3471	14.6827	15.0544	Hourly
			1099.02	1122.65	1147.76	1174.61	1204.35	Biwkly
			28574.62	29188.81	29841.89	30539.97	31313.07	Annual
		4	14.0331	14.3471	14.6827	15.0544	15.4272	Hourly
			1122.65	1147.76	1174.61	1204.35	1234.18	Biwkly
			29188.81	29841.89	30539.97	31313.07	32088.62	Annual
		5	14.3471	14.6827	15.0544	15.4272	15.8213	Hourly
			1147.76	1174.61	1204.35	1234.18	1265.70	Biwkly
			29841.89	30539.97	31313.07	32088.62	32908.25	Annual
		6	14.6827	15.0544	15.4272	15.8213	16.2538	Hourly
			1174.61	1204.35	1234.18	1265.70	1300.30	Biwkly
			30539.97	31313.07	32088.62	32908.25	33807.80	Annual
1006	Clerk	7	15.0544	15.4272	15.8213	16.2538	16.6478	Hourly
			1204.35	1234.18	1265.70	1300.30	1331.82	Biwkly
			31313.07	32088.62	32908.25	33807.80	34627.44	Annual
6035	Custodian	8	15.4272	15.8213	16.2538	16.6478	17.0987	Hourly
			1234.18	1265.70	1300.30	1331.82	1367.89	Biwkly
			32088.62	32908.25	33807.80	34627.44	35565.26	Annual
1008 1113	Police Records Tech Word Processor	9	15.8213	16.2538	16.6478	17.0987	17.5711	Hourly
			1265.70	1300.30	1331.82	1367.89	1405.68	Biwkly
			32908.25	33807.80	34627.44	35565.26	36547.78	Annual
6043 6045 1015	Parking Attendant Parking Meter Attendant Secretary	10	16.2538	16.6478	17.0987	17.5711	18.0817	Hourly
			1300.30	1331.82	1367.89	1405.68	1446.54	Biwkly
			33807.80	34627.44	35565.26	36547.78	37609.91	Annual
2106 5010 2105	Archival Records Clerk Police ID Technician Public Relations Assistant	11	16.6478	17.0987	17.5711	18.0817	18.5518	Hourly
			1331.82	1367.89	1405.68	1446.54	1484.15	Biwkly
			34627.44	35565.26	36547.78	37609.91	38587.84	Annual
6319 1116 1022	Automotive Service Worker Computer Operator Customer Service Specialist	12	17.0987	17.5711	18.0817	18.5518	19.0442	Hourly
			1367.89	1405.68	1446.54	1484.15	1523.54	Biwkly
			35565.26	36547.78	37609.91	38587.84	39612.01	Annual

1205	Accounting Clerk	13	17.5711	18.0817	18.5518	19.0442	19.5562	Hourly
1105	Communications Operator		1405.68	1446.54	1484.15	1523.54	1564.50	Biwkly
1110	Duplicating Technician		36547.78	37609.91	38587.84	39612.01	40676.89	Annual
4207	Intake Worker							
6205	Meter Reader							
4206	Rehabilitation Financial Aide							
4127	Traffic Technician I							
6110	Automotive Equipment Operator I	14	18.0817	18.5518	19.0442	19.5562	20.0686	Hourly
6106	Maintenance Worker		1446.54	1484.15	1523.54	1564.50	1605.49	Biwkly
5008	Police Evidence Clerk		37609.91	38587.84	39612.01	40676.89	41742.70	Annual
1306	Stores Clerk							
6215	Water Meter Repair Worker							
6210	Water Service Worker							
2209	Auditorium Technician	15	18.5518	19.0442	19.5562	20.0686	20.7350	Hourly
1103	Communications Training Operator		1484.15	1523.54	1564.50	1605.49	1658.80	Biwkly
1120	Computer Programmer I		38587.84	39612.01	40676.89	41742.70	43128.76	Annual
6305	Gardener							
1104	Lead Communications Operator							
6230	Maintenance Mechanic I							
6311	Parking Meter Repair Worker							
1025	Technical Clerk							
6333	Traffic Sign Fabricator							
6225	Water Plant Maintenance Worker							
1207	Accounting Technician	16	19.0442	19.5562	20.0686	20.7350	21.2971	Hourly
2407	Art Center Publication Coordinator		1523.54	1564.50	1605.49	1658.80	1703.77	Biwkly
2409	Art Center Registrar/Preparator		39612.01	40676.89	41742.70	43128.76	44298.05	Annual
6111	Automotive Equipment Operator II							
6320	Automotive Mechanic I							
5009	Code Enforcement Officer							
2118	Exhibits Preparator							
4003	Graphics Technician							
1114	Lead Word Processor							
2104	Museum Registrar							
4128	Traffic Technician II							
6315	Tree Trimmer							
6220	Utility Worker							
5013	Crime Analyst Technician	17	19.5562	20.0686	20.7350	21.2971	22.0883	Hourly
1119	IT Specialist		1564.50	1605.49	1658.80	1703.77	1767.07	Biwkly
3206	Laboratory Technician		40676.89	41742.70	43128.76	44298.05	45943.76	Annual
6410	Labor Crew Leader							
6340	Maintenance Repair Worker							
5011	Senior Police ID Technician							
5240	Sign Inspector I							
6330	Signal Electrician							
6112	Automotive Eqpt. Operator III	18	20.0686	20.7350	21.2971	22.0883	22.8167	Hourly
5204	Building Service Technician		1605.49	1658.80	1703.77	1767.07	1825.34	Biwkly
4120	Engineering Technician I		41742.70	43128.76	44298.05	45943.76	47458.72	Annual
5012	Law Enforcement Trainer							
6231	Maintenance Mechanic II							
4005	Planning Technician							
4114	Utility Inspector							

6321	Automotive Mechanic II	19	20.7350	21.2971	22.0883	22.8167	23.6494	Hourly
6341	Maintenance Repair Worker II		1658.80	1703.77	1767.07	1825.34	1891.95	Biwkly
5241	Sign Inspector II		43128.76	44298.05	45943.76	47458.72	49190.77	Annual
4129	Traffic Technician III							
1122	Computer Programmer II	20	21.2971	22.0883	22.8167	23.6494	24.5258	Hourly
2405	Education Coordinator		1703.77	1767.07	1825.34	1891.95	1962.07	Biwkly
4123	Engineering Inspector		44298.05	45943.76	47458.72	49190.77	51013.75	Annual
4212	Rehabilitation Technician							
4122	Suveyor							
5227	Zoning Enforcement Officer							
4124	Engineering Technician II	21	22.0883	22.8167	23.6494	24.5258	25.4420	Hourly
6226	Water Plant Operator		1767.07	1825.34	1891.95	1962.07	2035.36	Biwkly
			45943.76	47458.72	49190.77	51013.75	52919.40	Annual
4125	Development Records Technician	22	22.8167	23.6494	24.5258	25.4420	26.4418	Hourly
6234	Electronics Specialist		1825.34	1891.95	1962.07	2035.36	2115.34	Biwkly
3111	Housing Inspector		47458.72	49190.77	51013.75	52919.40	54998.95	Annual
6328	Maintenance Electrician							
6335	Refrigeration Engineer							
5205	Building Inspector	23	23.6494	24.5258	25.4420	26.4418	27.4008	Hourly
5200	Combination Residential Inspector		1891.95	1962.07	2035.36	2115.34	2192.07	Biwkly
5210	Electrical Inspector		49190.77	51013.75	52919.40	54998.95	56993.70	Annual
5220	Mechanical Inspector							
5225	Plumbing Inspector							
1415	Property Officer							

EXCEL/SALARIES/AFSCME 2007-2010
Updated 1/23/07